

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

**Shawn Brenning**

*Plaintiff*

**vs.**

**Metropolitan Life  
Insurance Company**

*Defendant*

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**CIVIL NO. :** 3:11-cv-1966

**ORIGINAL COMPLAINT**

TO THE HONORABLE UNITED STATES DISTRICT JUDGE:

NOW COMES Shawn Brenning, Plaintiff herein, complaining of Metropolitan Life Insurance Company, Defendant, and for cause of action would show:

1. Plaintiff is a resident of Granbury, Hood County, Texas and was a resident of Granbury, Texas at the time the breach described in this Complaint occurred.
2. Defendant, Metropolitan Life Insurance Company, (hereinafter referred to as "MetLife") is an insurance corporation duly and legally formed under the laws of New York, which does business in the State of Texas, and may be served with citation herein by serving its registered agent, CT Corporation, 350 North St. Paul Street, Dallas, Texas 75201.
3. Jurisdiction is appropriate in this court as the matter in controversy arises under federal statutes. Plaintiff is entitled to recover under the civil enforcement provisions of the Employee Retirement Income Security Act of 1974 ("ERISA"), Specifically including 29 U.S.C. § 1132 (a)(1)(B). Plaintiff would show that he is a participant in or beneficiary of an

employee welfare benefits plan which provides benefits through an insurance policy issued by MetLife. Plaintiff brings this action to recover said benefits, to enforce his rights under the terms of the plan, to clarify his right to future benefits under the terms of the plan, and to obtain other appropriate equitable relief.

4. Plaintiff was an employee of OH Administration Corporation in 2008 when he became disabled. At that time, he was insured for long term disability benefits under a policy of insurance issued by MetLife to OH Administration Corporation, identified as Group Policy number TM 05590703-G and insuring Plaintiff. Plaintiff properly submitted a claim to MetLife, identified as claim number 680807176048 which was approved. MetLife continued to honor Plaintiff's claim until November 10, 2010, when it denied continuing benefits. Plaintiff then properly appealed to the designated fiduciary of the plan but that appeal was denied on February 16, 2011.
5. Plaintiff has exhausted all administrative remedies available to him under the plan. All conditions precedent to this cause of action have been met or have occurred.
6. Plaintiff is entitled to recover under the civil enforcement provisions of ERISA and seeks the benefits he has been denied, clarification of his right to receive future benefits under the plan, attorney's fees and expenses incurred herein and other appropriate equitable relief.

WHEREFORE, Plaintiff prays that Defendant be cited to appear herein and answer and that on final hearing, he have judgment against Defendant for his damages, plus pre-judgment and post-judgment legal interest, for costs of suit, for reasonable attorney's fees and expenses incurred and that Plaintiff have a clarification of his right to receive future benefits under the policy, to which he may show herself justly entitled under the attending facts and circumstances.

Respectfully submitted,

Bemis, Roach & Reed  
4100 Duval Rd.,  
Bldg. 1, Ste. 200  
Austin, Texas 78759  
(512) 454-4000  
(512) 453-6335 (facsimile)  
lonnie@brrlaw.com

By:



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LONNIE ROACH  
Texas State Bar No. 16967600